

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
455 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco

CA 94142-0603



SCOPE OF WORK PROVISION

FOR

LIGHT FIXTURE MAINTENANCE

IN

ALAMEDA, ALPINE, AMADOR, CALAVERAS, COLUSA, CONTRA  
COSTA, EL DORADO, NAPA, NEVADA, PLACER, SACRAMENTO,  
SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,  
SIERRA, SOLANO, SUTTER, YOLO AND YUBA COUNTIES

# **FIXTURE MAINTENANCE**

## **AGREEMENT**

RECEIVED  
Department of Labor Relations

APR 2 1996

Div. of Labor Standards Research  
Chief's Office

**JULY 1, 1995 TO JUNE 30, 1998**

**MASTHEAD**

This Agreement is entered into this 1st day of July, 1995, by and between the International Brotherhood of Electrical Workers Local Unions Nos. 6, 180, 302, 332, 340, 595, and 617 hereinafter called the "UNION" and the signatory Chapters of the National Electrical Contractors Association on behalf of their members who employ workmen under the terms and conditions contained herein and had signed a Letter of Assent to be bound hereunder for the period set forth below and any individual employer who by signing a similar Letter of Assent to be bound hereunder for the period set forth below hereinafter called the "EMPLOYER". The conditions herein shall be binding on the Union Signatory Chapters of the N.E.C.A. and each individual Employer party hereto or their lessee, successors or assigns for the full term hereof.

**GENERAL PURPOSE**

The general purpose of this agreement is to set forth the hours of work, rates of pay, and general conditions of employment of employees of the Employer represented by the Union, which are to be observed; and to provide orderly and harmonious procedures between the parties; and to secure proper and fair disposition of grievances. It is the further purpose of this agreement to prevent interruption of work and promote the efficient operation of the business.

**SCOPE OF WORK**

The scope and classification of work to be performed by employees covered by this agreement shall include: the cleaning of all types of lighting fixtures, replacement of lamps, tubes, starters, lens, cleaning of luminous ceilings and all types of diffused area and ceiling lighting; the installation of reflectors and approved pre-manufactured fixture harnesses containing only secondary ballast wiring between luminaries. Lighting ballasts may be changed under the provision provided in Article VII, Section 8 and 9 of this agreement.

This agreement does not include the installation or removal of lighting fixtures or any other work that would infringe on the scope of work already established through agreements with any I.B.E.W. Local Union in any branch of the trade.

**ARTICLE I**

Effective Date - Changes - Term of Agreement

**Effective Date**

Section 1

The Agreement shall remain in full force and effect from the 1st day of July, 1995, to and including the 30th day of June, 1998, unless otherwise extended, as herein provided, however, this Agreement shall automatically be extended from year to year, thereafter, unless either party, at least sixty (60) days prior to the annual expiration date, gives notice in writing to the other party of its desire to terminate, or change the Agreement, accompanied by a statement of changes, if any, desired. Notice given by one party shall render notice by the other party unnecessary. When such changes are being discussed, the entire agreement, or any part thereof, is subject to negotiation and modification. However, changes may be made at any time by mutual consent, but only in writing duly executed by the parties hereto.

**Fixture Maintenance Agreement**  
**IBEW & NECA**

**Wages**

**Section 8**

**Fixture Washers**

**Wage Rates - Per Hour**

	August 1, 1995	July 1, 1996	July 1, 1997	
Months				
0 - 3 (Wash I)	\$7.75	\$7.98	\$8.22	1.26
3 - 6 (Wash II)	\$9.30	\$9.58	\$9.86	2.26
6+ (Wash/Service Trainee)	\$10.30	\$10.61	\$10.92	3.26

**Serviceman I**

Months				
0 - 12	\$12.05	\$12.41	\$12.78	1.46
12+	\$13.20	\$13.61	\$14.02	2.46

Fixture servicemen trainee may only change ballasts under the direct supervision of a fixture serviceman.

No current employees will receive a cut in pay at the implementation of this new pay structure.

**Lighting Fixture ballasts**

**Section 9**

Subsection (a) Lighting Fixture ballasts may be changed by Servicemen only.

Subsection (b) This Agreement will not allow ballast changing on new construction jobs where Inside Wiremen are working, or when renovation or alterations of existing structures are being made or in public meeting places where building tradesmen are normally used to set up facilities.

Subsection (c) This agreement will allow the work as defined in the scope of this agreement to be performed by employees as defined in this agreement where inside wiremen are working except as described above and consistent with the second paragraph of the Scope of Work on page 1.

**Tools**

**Section 10**

Tools to be provided by employees under this agreement.

tool pouch & belt  
tape measure  
wireman's pliers  
side cutter  
wire stripper  
2 Philips screw drivers  
2 Slot head screw drivers  
nut drivers (3/8, 11/32, 5/16, 1/4")  
needle nose pliers

To the Management Members of the Fixture Maintenance Agreement  
Negotiations Committee:

It was the intent of the Unions who negotiated the Fixture Maintenance Agreement, (7/1/95 to 6/30/98), that the restrictions applying to ballast changing also apply to the fixture harnesses contained in the scope.

Signed for the following  
LB.E.W. Local Unions:

Frank E. Allen 12-6-95  
Local Union 6 Date

John P. Quinn 12-6-95  
Local Union 180 Date

Michael Yellinich 12-6-95  
Local Union 302 Date

Steve H. Wright 12-6-95  
Local Union 332 Date

Chuck Cox 12-6-95  
Local Union 340 Date

A. P. Reznicek  
Local Union 517 Date

Paul Chubb 12-6-95  
Local Union 345 Date

Signed for the Employers:

Basilio D. Salas

San Francisco Chapter, SFECA

Date: 2/20/96

John L. Lumsden

Northern California Chapter, NECA

Date: 2/21/96

Miguel J. Lillo

Contra Costa Chapter, NECA

Date: Feb 21, 1996

Dan J. Lumsden

Santa Clara Valley Chapter, NECA

Date: 2-21-96

Shawn M. Demetio

Greater Sacramento Chapter, NECA

Date: 2-21-96

John L. Lumsden

Northern California Chapter, NECA

Date: 2/21/96

John L. Lumsden

San Mateo Chapter, NECA

Date: 2-21/96